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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA

ALASKA BACKCOUNTRY LOGISTICS,)
LLC,)
)
 Plaintiff,)
)
 v.)
)
 BRIGHT BROTHERS FISHERIES LLC,)
 FISH OBSESSION LLC, JEREMY JENSEN,)
 and FV ROBERT MAGNUS, L.L.C.,)
)
 Defendants.)
)
 _____)
 Case No. 3:13-cv- _____

COMPLAINT

Plaintiff Alaska Backcountry Logistics, LLC complains of Defendants as follows:

1. This is an action on a maritime contract or contracts for the provision in 2014 of aerial fish spotting services to commercial fishing vessels that operated in Southeast Alaska. This court has jurisdiction over this action by reason of 28 U.S.C. § 1333. These are admiralty and maritime claims within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times relevant, Plaintiff has been an Alaska limited liability company, having its principal place of business in Fairbanks.

3. At all times relevant, Bright Brothers Fisheries LLC has been an Alaska limited liability company that has owned the seine vessel F/V RELEVANT. At all times relevant, Fish Obsession LLC has been an Alaska limited liability company that has owned the seine vessel F/V OBSESSION. At all times relevant, FV ROBERT MAGNUS, L.L.C. has been an Alaska limited liability company that has owned the seine vessel F/V ROBERT MAGNUS. At all times relevant, Jeremy Jensen has been an Alaska citizen who has owned the seine vessel F/V HARVESTER.

4. In or about May 2014, Alaska Backcountry Logistics contracted with Defendants to

provide airborne fish spotting services during a Southeast Alaska salmon seine fishery. Compensation payable by each vessel owner was to be the greater of \$15,000.00 or 5.0% of the vessel's gross stock. Defendants were each to bear 25% of fuel expenses Alaska Backcountry Logistics incurred in rendering the service. Defendants were to establish a charge account with Petro Marine before services began.

5. Alaska Backcountry Logistics substantially performed the contract. No defendant has tendered payment, and all defendants have failed to provide any statement of gross stock, let alone adequate documentation. Further, Defendants breached their obligation to establish the fuel charge account, requiring Alaska Backcountry Logistics to purchase fuel on account. Payments for fuel were received from or made by some defendants, but the following is still owed for fuel: Bright Brothers Fisheries LLC- \$4,616.75; Fish Obsession LLC- \$2,616.75; and FV Robert Magnus, L.L.C.- \$2,616.75.

6. Defendants' failure to set up a charge account with Petro Marine required Alaska Backcountry Logistics to charge fuel on a credit card at 24.14%. Defendant's failure to promptly reimburse Alaska Backcountry Logistics has cost Alaska Backcountry Logistics in excess of \$750.00 in interest, which is still accruing.

WHEREFORE, Plaintiff prays for the following relief:

1. an order requiring a well-documented accounting of gross stock for each defendant's vessel;
2. judgment against each defendant for the sum due Plaintiff in accord with the compensation formula provided for by the contract, in the amount of \$15,000.00 minimum;
3. judgment for unreimbursed fuel expense as follows: Bright Brothers Fisheries LLC- \$4,616.75; Fish Obsession LLC- \$2,616.75; and FV Robert Magnus, L.L.C.- \$2,616.75;
4. interest on unreimbursed fuel purchases in the amount that accrues as of trial;
5. litigation costs and fees as recoverable; and
6. an award of any addition relief the court deems appropriate.

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DATED this 24th day of March, 2015, at Anchorage, Alaska.

s/ Mark C. Manning

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